



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2020/009
Short name	Talaroo Freeholding ILUA
ILUA type	Area Agreement
Date registered	12/02/2021
State/territory	Queensland
Local government region	Etheridge Shire Council

Description of the area covered by the agreement

The agreement area covers all the land and waters within the boundary of Lot 2909 on SP312712, in the locality of Talaroo, Etheridge Shire Council.

[A copy of a map of the agreement area is attached to this register extract. The following general description has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area covers approx. 317 sq km over Lot 2909 on SP312712 and is located approx. 30 km northeast of Georgetown.]

Parties to agreement

Applicant

Party name	David Hudson and Barry Fisher on their own behalf and on behalf of the Ewamian People
Contact address	c/- North Queensland Land Council PO Box 679N Cairns North QLD 4870

Other Parties

Party name	Ewamian Aboriginal Corporation
Contact address	9A Hort Street Mareeba QLD 4880

Party name	State of Queensland acting through the Department of Natural Resources, Mines and Energy
Contact address	PO Box 15216 City East QLD 4002

Period in which the agreement will operate

Start date	05/08/2020
End Date	not specified

3.1 Commencement

3.1 This Agreement commences on the Execution Date.

4.2 Expiry

If Settlement has not been completed in accordance with clause 8 on or before 5 pm on the Sunset Date, then:

- (a) this Agreement will expire; and
- (b) any Party may notify the Registrar that this Agreement has expired and should be removed from the Register.

Execution Date means the date that this Agreement is executed by the last of the Parties to execute it.

Sunset Date means the date two (2) years after the Execution Date.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

6.1 Consent to Surrender

- (a) The Native Title Party consents to the Surrender in accordance with clauses 6.1(b) to 6.1(d).
- (b) The Surrender will take effect immediately following Settlement under clause 8.
- (c) The Parties agree that the Surrender is intended to extinguish any Native Title in relation to the Agreement Area.
- (d) For the avoidance of doubt, if this Agreement expires under clause 4.2 or is terminated under clause 4.1 before Settlement has been completed in accordance with clause 8, the Surrender will not have taken place.
- (e) The Parties acknowledge that clause 6.1(a) constitutes consent to the Surrender for the purposes of section 24EB(1)(b)(i) of the NTA.

18 Statement for the purpose of the NTA

For the purposes of section 24EB(1)(c) of the NTA and regulation 7(5)(b) of the ILUA Regulations, the Parties state that Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to the Surrender.

NTA means *Native Title Act 1993* (Cth).

Surrender means the surrender to the State of any Native Title in relation to the Agreement Area.

Attachments to the entry

[QI2020_009 Map of Agreement Area.pdf](#)